

Luxury Staycation in Midtown Sweepstakes

Official Sweepstakes Rules

Sponsored by Uber Technologies, Inc. and Midtown Alliance

BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.

Uber Technologies, Inc. (“Uber”) and Midtown Alliance (“Midtown”) are offering the “Luxury Staycation in Midtown Sweepstakes” (the “Sweepstakes”). The Sweepstakes is subject to these official rules (the “Official Rules”), and by entering, entrant (“Entrant”) agrees to be bound by them and the decisions of Uber, which are final and binding in all respects.

1. Eligibility: The Sweepstakes is open to all persons (i) who are twenty one (21) years of age or older at the time of entry and are residents of the United States of America; and (ii) who have an active e-mail account and Internet access prior to the beginning of the Sweepstakes Period. **VOID WHERE PROHIBITED.** The Sweepstakes is not open to residents of Rhode Island and where otherwise prohibited by law. Employees, officers and representatives, and the immediate family members of such employees, officers and representatives (*i.e.*, parent, spouse, siblings, children, grandparents, step parents, step children and step siblings, and their respective spouses, and those living in the same household, whether or not related) of Uber and Midtown and each of their affiliated companies, parent companies, subsidiaries, participating promotional partners, Uber partners and their drivers, advertising and promotion agencies, webmasters and any company involved in the creation, design, execution, production, or fulfillment of the Sweepstakes (the “Sweepstakes Entities”) are not eligible to enter.

2. How To Enter: The Sweepstakes begins at 9 a.m. Eastern Time (“ET”) on August 6, 2014 and ends at 11:59 a.m. ET on August 15, 2014 (the “Sweepstakes Period”). There are two (2) ways you can enter the Sweepstakes:

A. **By Online:** To enter:

(i) Either (a) sign in to your Uber user account or (b) download the free Uber mobile application (if you do not already have it) and complete the registration process to activate an Uber user account by providing the following information: first name, last name, a valid email address, valid credit card information, password and mobile telephone number (including area code).

(ii) Then, follow any on-screen instructions to enter “MIDTOWNATL” (the “Promotional Code”);

(iii) Have your personal referral code redeemed by a new user of the Uber mobile application in order to submit an entry into the Sweepstakes.

Upon entering the Promotional Code and having their personal referral code redeemed by a new user of the Uber mobile application, each eligible Entrant will receive one (1) entry in the Sweepstakes. Uber’s computer is the official timekeeping device for entry in the Sweepstakes. All entries must be received by 11:59 a.m. ET on the last day of the Sweepstakes Period. Normal time rates, if any, charged by the Entrants’ Internet service or mobile provider will apply.

B. **By Mail:** To enter by mail without obligation, hand write your name, mailing address, phone number, and e-mail address on a 4"x6" card and mail to: Uber Technologies, Inc., 1455 Market Street, Suite 400, San Francisco, CA 94103, Attn: Amber Clifford. Mail-in entries must be postmarked on or before the final day of the Sweepstakes Period.

There is a limit of one entry per person. The odds of winning depend on the total number of eligible entries received within the Sweepstakes Period.

When submitting an entry, Entrant is required to provide complete and truthful information. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Uber's sole and absolute discretion. Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to submit entries will void all entries submitted by that person or that person's agents. Uber will disqualify any entry from individuals who do not meet the eligibility requirements. All entries submitted in compliance with these Official Rules and not disqualified or void are considered "Eligible Entries." All entries are the property of Uber.

By entering the Sweepstakes, Entrant: (a) agrees to be bound by these Official Rules and by the interpretation of these Official Rules by Uber and by the decisions of Uber, which are final and binding in all respects; (b) acknowledges compliance with these Official Rules; and (c) agrees to comply with any and all applicable federal, state and local laws, rules and regulations. Winning the Prize is contingent upon fulfilling all requirements set forth in these Official Rules.

3. Prize: One (1) Prize is available to be won. The "Prize" shall be awarded to the Winner (defined below) of the Sweepstakes. The Prize comprises of the following items during the period of August 23-August 24 in Atlanta (except for item vii as noted below): (i) free SUV transportation, using the UberSUV service, to the Renaissance Atlanta Midtown Hotel, value not to exceed \$100; (ii) a two (2) night stay at the Renaissance Atlanta Midtown Hotel; (iii) hosted champagne and oyster party for up to 18 people at Lure; (iv) mixology class for up to 6 people at Rooftop 886; (v) suitcase filled with goods from Bartdorf & Bronson; (vi) welcome packet from Yes Ma'am Paper Goods; (vii) two (2) tickets to Mamma Mia at the Fox Theater on September 23; (viii) access to the top of Bank of America Plaza for a champagne toast; (ix) \$250 credit redeemable at Gordon Biersch Brewery Restaurant; (x) entry to the High Museum of Art Dreams & Cars Exhibit, autographed related memorabilia, and free membership package to the museum; (xi) Private skybar cabana at Shout; and (xii) chef's cocktail lesson and champagne at The Spence. The approximate retail value ("ARV") of the Prize is: \$3,000 USD.

If for any reason the Prize, or any part of the Prize, is unavailable or the Prize or related event is delayed, cancelled or postponed, or for any other reason, Uber reserves the right to modify the Sweepstakes in its sole discretion and award a substitute prize, or portion of prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of the Prize, or any portion thereof, is permitted by the Winner. Uber and the Sweepstakes Entities shall have no responsibility or obligation to a Winner who is unable or unavailable to, or who does not for any reason, accept or utilize the Prize. In the event a potential Winner cannot accept the Prize, an alternate Winner will be randomly drawn from all remaining Eligible Entries. All costs and expenses not specifically listed above as part of the Prize are solely Winner's responsibility, including, but not limited to, travel to the Atlanta, GA area; accommodation; food; transfers; beverages; insurance; gratuities; souvenirs, etc. Winner agrees to comply with any additional terms and conditions applicable for the use or enjoyment of any portion of the Prize. The Prize is provided "as is". Entrants acknowledge that Uber and the Sweepstakes Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize, including any implied warranty of merchantability of fitness for a particular purpose. Any prizes pictured in advertising and other Sweepstakes materials are for illustrative purposes only.

The value of the Prize will be taxable to the Winner as income. An IRS Form 1099 and W9 will be issued in the name of the Winner for the actual value of the Prize awarded. All U.S. federal, state and local tax

liability, and any other costs and expenses associated with acceptance or use of the Prize not specifically provided for in these Official Rules are solely the Winner's responsibility (regardless of whether the prize, in whole or in part, is used).

4. Winner Selection and Notification: The "Winner" of the Sweepstakes will be determined via a random drawing, from all Eligible Entries received (or postmarked) during the Sweepstakes Period, within one (1) day following the end of the Sweepstakes Period. The Prize will be awarded to the authorized account holder of the email address submitted with the entry regardless of the individual who submitted the winning entry. The authorized account holder is the person who is assigned to the e-mail address by an Internet service provider or other organization that is responsible for assigning e-mail addresses or the domain names associated with e-mail addresses. The Winner will be notified within two (2) days following the end of the Sweepstakes Period by email (at the email address provided with the entry) or by phone (at the phone number provided with the entry), and will be required to confirm his/her email address. Additionally, Uber and the Sweepstakes Entities reserve the right to make a public announcement, announcing the Winner on either the Uber or Midtown websites, through the Uber app, or in any manner, which they deem appropriate. If the Winner cannot be reached after a reasonable effort has been exerted and/or fails to respond to confirm his/her email address within two (2) days from when the initial notification email is sent, the Winner forfeits the Prize, and an alternate Winner will be randomly drawn from all remaining Eligible Entries received during the Sweepstakes Period. If the alternate Winner does not comply with these Official Rules or is otherwise unable to accept the Prize, the Prize is forfeited and another alternate Winner will be randomly drawn from all remaining Eligible Entries received during the Sweepstakes Period. This Winner selection and notification process shall be continued until a Winner is confirmed. If the Prize or a prize notification is returned as undeliverable, the Prize will be forfeited and an alternate Winner will be randomly drawn.

5. Winner Verification: The Winner may be required to prove eligibility, including, without limitation, proof of age, residence, and identity, which may include submitting a copy of a driver's license, passport or similar government issued identification within two (2) days after being notified of being a potential Winner.

The Winner (or any alternate Winner if one must be selected) is not official and shall not be confirmed as the Winner until he/she has completed, signed and returned documentation required by Uber — which may include an Affidavit of Eligibility, release of liability, (except where prohibited) publicity release form, and a completed IRS W-9 form, and the eligibility of the potential Winner has been verified. Forms must be received within two (2) days after notification of winning. If the Winner (or any alternate Winner) does not complete all forms necessary within the time given and/or in the event of non-compliance by the Winner (or alternate Winner), such Winner (or alternate Winner) shall be disqualified and shall forfeit the prize, and all privileges otherwise due as a Winner shall be terminated and an alternate Winner will be chosen in a random drawing from among all of the remaining Eligible Entries.

Provided that the Winner is in compliance with the Official Rules and after having successfully proven eligibility, the Winner will be officially confirmed as the Winner. Uber expressly reserves the right to delay the announcement of the Winner for any reason it deems necessary. In addition, Uber reserves the right to select an alternate Winner in the event that any Winner fails to comply with these Official Rules.

6. Liability Release and Indemnity: The Prize is offered and provided "as is" with no warranty or guarantee by Uber or Midtown, either express or implied. By participating in the Sweepstakes, the Winner acknowledges that Uber and/or the Sweepstakes Entities have not and will not obtain or provide automotive or other insurance of any kind relating to the Prize and that the Winner will be responsible for obtaining and paying for automotive, accident, property, life, travel, or other form of insurance relating to the Prize that the Winner deems appropriate. IN NO EVENT WILL UBER BE LIABLE TO ENTRANT FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, WHETHER

SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT UBER AND/OR OTHER SWEEPSTAKES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

By entering the Sweepstakes, Entrant agrees to indemnify, defend, and hold harmless, Uber and any other Sweepstakes Entities from any and all liability, for any claims, damages, injuries or losses of any kind, and to release all rights to bring any claim, action or proceeding arising out of, in connection with, or relating to, (i) participation in the Sweepstakes, (ii) without limitation, death, or property damage, arising directly or indirectly from the acceptance, possession, misuse or use of the Prize, (iii) defamation, violation of publicity rights, or invasion of privacy in connection with the Sweepstakes or acceptance and use of the Prize, and (iv) copyright infringement, trademark infringement, or any other intellectual property-related cause of action arising from or related to the Sweepstakes, the Prize, or Uber or Midtown's advertising and marketing related to the Sweepstakes, Entrants or the Winner, in all cases, including but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property (including to any computer or mobile device systems resulting from participation in or accessing or downloading information in connection with the Sweepstakes), which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of any prize (including, without limitation, any travel or Uber trips or rides taken by Entrant in connection with using the Prize). Entrant assumes all liability for an injury or damage caused, or claimed to be caused, by participation in the Sweepstakes, or the acceptance, receipt, or use of the Prize or any Prize component. Entrant further agrees that in any cause of action, Uber and/or the Sweepstakes Entities' liability will be limited to the value of the Prize, and in no event shall the Sweepstakes Entities be liable for attorney's fees.

Uber and the Sweepstakes Entities assume no responsibility for and will disqualify entries that are: stolen, late, lost, illegible, incomplete, invalid, unintelligible, altered, tampered with, unauthorized, fraudulent, damaged, destroyed, delayed, misdirected, not delivered, not received, or that have incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, mechanical or electronic error that may occur in the processing of the entries in the Sweepstakes, or other errors appearing within the Official Rules or in the Sweepstakes related advertisements. Uber and the Sweepstakes Entities assume no responsibility for any typographical or other error in the printing of the offer, administration of the Sweepstakes, errors in processing entries, identifying the Winner, in the announcement of the Prize and Winner, the delivery of the Prize, any problems or technical malfunction of any telephone network or lines, computer systems, online systems, servers or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or on any web site including uber.com, or any combination thereof, including, without limitation, any injury or damage to Entrant's or any other person's computer system/software related to or resulting from participation in, uploading any materials or downloading any materials in the Sweepstakes. Use of any device to automate or subvert entry is prohibited and any entries received by such means will be void. Uber reserves the right in its sole discretion to disqualify any person it suspects or finds (i) to have tampered with the entry process or the operation of the Sweepstakes; (ii) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (iii) to display behavior that will bring such Winner, Uber or the Sweepstakes Entities into disgrace; (iv) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (v) to be acting in violation of these Official Rules. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. Grant of Rights. Except where prohibited by law, by entering the Sweepstakes and/or winning the Prize, Entrant irrevocably consents to the use of his or her name, image, photograph, likeness, biographical information, entry, statements attributed to Entrant (if true) and any video footage related to the Prize, for all Sweepstakes Entities' advertising, promotional or other commercial purposes in all media now or hereafter known, worldwide and in perpetuity without additional compensation and additionally consents to the Sweepstakes Entities putting his or her name on a winner's list. Please note that Uber may not acknowledge or return any entries.

8. General Terms. The Sweepstakes Entities are not responsible if the Sweepstakes cannot take place, or if the Prize cannot be awarded due to delays, interruptions or failures due to acts of God, war, natural disasters, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, or other events outside of the reasonable control of the Sweepstakes Entities. If, for any reason the Sweepstakes is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sweepstakes Entities, which, in Uber's sole determination, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Uber reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes or any part of the Sweepstakes. If the Sweepstakes or any part of the Sweepstakes is terminated or modified prior to the closing of the Sweepstakes Period, notice will be posted on uber.com. Uber reserves the right to modify and amend these Official Rules from time to time during the Sweepstakes Period for clarification purposes.

ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAW AND SHOULD SUCH AN ATTEMPT BE MADE, UBER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Uber's failure to enforce any term of these Official Rules will not constitute a waiver of that term or any other provision of these Official Rules. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Sweepstakes-related materials, privacy policy or terms of use on a website and/or the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Uber's sole and absolute discretion.

9. Privacy: All information submitted by Entrants and collected by Uber in connection with Entrant's entry will be subject to and will be treated in a manner consistent with Uber's web site Terms and Conditions accessible at: <https://www.uber.com/legal/terms> and Uber's User Privacy Policy available at: <https://www.uber.com/legal/privacy>. By participating in the Sweepstakes, Entrant hereby agrees that Uber may collect and use his or her personal information submitted with the entry, and acknowledges that he or she has read and accepted the Uber User Privacy Policy. Among other things, the information Entrants provide may be used for sending Entrants company updates and announcements about Uber and its products and/or services.

10. Binding Arbitration: Except where prohibited by law, Entrant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) any dispute, controversy or claim arising out of or relating to the

Sweepstakes or any prize awarded shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect; (3) any arbitration shall be heard by one arbitrator to be selected in accordance with the AAA Rules, in San Francisco County, California; (4) unless both Entrant and Uber agree in writing, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of class or representative proceeding; (5) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (6) any award or judgment shall be subject to all limitations and releases set forth in these Official Rules and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

11. Governing Law: All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Uber in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the California law without giving effect to any choice of law or conflict of laws rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

12. Accessibility of Official Rules: A copy of the Official Rules is available via www.uber.com. Where required by law, Uber will provide the name of the Winner to those who request it. For the name of the Winner: (i) send a self-addressed, stamped envelope postmarked to Uber Technologies, Inc., 1455 Market Street, Suite 400, San Francisco, CA 94103, Attn: Legal; and (ii) write “Luxury Staycation in Midtown Sweepstakes Winner’s Name” on the lower left hand corner of the envelope. All requests for the name of the Winner must be received within two (2) weeks of August 22, 2014.

13. Sponsored and Administered by: This Sweepstakes is sponsored and administered by Uber Technologies, Inc., 1455 Market Street, Suite 400, San Francisco, CA 94103.